the damages for the period between the breach of the contract and the time of the trial may be mitigated in favor of the employer if he shows that the discharged employee secured other remunerative employment during the period in question, or by the exercise of reasonable enterprise might have done so. *Leatherberry v. Odell,* 7 Fed., 641; *Gordon v. Brewster,* 7 Wis., 355. In a like manner the probability of an opportunity for such employment may be shown in mitigation of the prospective damages of the employee. *Pierce v. Tennessee, etc., Co., supra; Boland v. Glendale Quarry Co.,* 127 Mo., 520.

MILITIA—ENLISTMENT OF MINOR.—ACKER V. BELL, 57 SOU. (FLA.), 356. —*Held,* that under the Constitution and laws of Florida, a minor over the age of 18 years is bound by his enlistment into the military service of the State, even though the consent of his parents was not obtained for such enlistment.

At common law an enlistment of a minor was not voidable, either by the infant himself or by his parent or guardian. *King v. Inhabitants of Lytchet, Matraverse,* 1 Man. & Ry., 25; *Commonwealth v. Gamble,* 11 Searg. & R. (Pa.), 93. For such enlistment is not a contract only, but also effects a change of status. *Grimley's Case,* 137 U. S., 147; *Morrissy's Case,* 137 U. S., 157. In some jurisdictions the contract of enlistment has been held incapable of avoidance by the infant himself, though made without consent of parent or guardian; *Porter v. Sherburne,* 21 Me., 258; *In re Dewey,* 11 Pick. (Mass.), 265; but voidable at the instance of parent or guardian. *McConologue's Case,* 107 Mass., 154; *Matter of Dobbs,* 21 How. Pr. (N. Y.), 68; *Ex parte Burke,* 4 Fed. Cas., 2156a. Under certain statutes, however, the enrollment of a minor is void unless made with consent of parent or guardian. *In re Kimball,* 9 Law Rep. (Mass.), 500; *In re Carlton,* 7 Cow. (N. Y.), 471. But this does not apply to enlistment in voluntary organizations mustered into service by the Federal government. *Lanahan v. Berge,* 30 Conn., 438; *United States v. Lipscomb,* 4 Grat. (Va.), 41.

SALES—IMPLIED WARRANTY OF SOUNDNESS—FOOD.—DULANEY ET AL. V. JONES & ROGERS, 57 So., 225 (MISS).—*Held,* that a seller of provisions intended for human food impliedly warrants soundness; but this is not true in the case of sale of feed for animals.

Where personalty is bought for a particular purpose known to the seller and the buyer does not inspect the goods, but trusts to the judgment of the seller, there is an implied warranty that the goods will be reasonably fit for that purpose. *Troy Grocery Co. v. Potter,* 139 Ala., 359; *Burch v. Spencer,* 15 Hun. (N. Y.), 504. Food sold for immediate human consumption by a dealer is impliedly warranted to be sound. *Wiedeman v. Keller,* 171 Ill., 93; *Howard v. Emerson,* 110 Mass., 320; *Benjamen On Sales,* p. 661. If a dealer sells to a dealer, or a non-dealer sells food, or

if the buyer inspects the food, there is no implied warranty of soundness. *Mechem on Sales,* Sec. 1356; *Kent.* Vol. 2, p. 478; *Needham v. Dial,* 4 Tex. Civ. App., 141, but compensation for damages would be obtained in an action for deceit. *Burch v. Spencer,* 15 Hun. (N. Y.), 524. A sub-purchaser gets no implied warranty as a general rule. *Williston on Sales,* Sec. 244; *Nelson v. Armour Pkg. Co.,* 76 Ark., 355, but an exception apparently exists, in that, a manufacturer of food products in all cases impliedly warrants them to be fit for consumption. *Nixa Canning Co. v. Lehman-Higgins Grocery Co.,* 70 Kan., 664; *Copas v. Anglo-American Provision Co.,* 73 Mich., 541. The weight of authority seems to hold that an implied warranty of soundness exists where food is sold for animals if the buyer has no opportunity to inspect the goods before buying. *Craft v. Parker Webb & Co.,* 96 Mich., 245. Some jurisdictions hold that a vendor selling at a sound price in absence of inspection by the vendee impliedly warrants soundness in quality. *Kent,* 2 Vol. 477-8; *Timrod v. Shoolbred,* I Bay (S. C.), 324; *contra, Dean v. Mason,* 4 Conn., 428.

STATES—GRANT OF LANDS—REVOCATION.—CLEVELAND TERMINAL & V. R. CO. ET AL. V. STATE EX REL. ATTORNEY GENERAL, 97 N. E., 967 (OHIO).—*Held,* that in conducting transactions with respect to its lands, the State acts in a proprietary, and not in a sovereign capacity, and, being amenable to all the rules of justice, which it prescribes for the conduct of its citizens, it will not be permitted to revoke a grant of lands made upon a valuable consideration, which it retains. Spear, J., *dissenting.*

Land grants by a State are deemed contracts. *McGehee v. Mathis,* 71 U. S., 143. The State has in general the same power to contract as a corporation or an individual. *State v. Cobb,* 64 Ala., 127; *Woodruff v. State,* 3 Ark., 285. In entering into a contract, a State lays aside its attributes as a sovereign and has the same rights and incurs the same responsibilities as the individual. *Carr v. State,* 127 Ind., 204. The power to dispose of State property is vested in the legislature, which may make provision therefor by statute. *State v. Torinus,* 26 Minn., 1; *Sunbury, etc., Ry. Co. v. Cooper,* 33 Pa. St., 278. The statutory provision must be complied with, or the sale will be void. *State v. Missouri Bank,* 45 Mo., 528. The State may repudiate a contract fraudulently procured, even though it cannot place the other contractor *in statu quo. People v. Stephens,* 71 N Y., 527. But a valid legislative grant of lands is irrevocable. *Terrett v. Taylor,* 13 U. S. (9 Cranch), 43. A grant of land executed by the State as a gift is irrevocable. *Franklin County Grammar School v. Bailey,* 10 L. R. A. (Vt.), 403. Nor can the State modify or rescind a contract entered into by it, unless such right has been reserved. *Baker v. State,* 77 N. Y. App., 528; *Dartmouth College v. Woodward,* 17 U. S., 514. But the contract may be modified with the consent of the other party thereto. *Ritchie v. State,* 39 Wash., 95. However, the state cannot by contract divest itself of the power of eminent domain. *Lynn v. Polk,* 8 Lea (Tenn.), 121.